

Sir:

PATENT Customer No. 22,852

New Attorney Docket No. 09423.0064-01000

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

in re Application or:	
Robert REYNOLDS et al.	) Group Art Unit: 3764
Application No.: 10/720,598	) Examiner: Unknown
Filed: November 24, 2003	Confirmation No.: 5007
For: RETRIEVAL BASKET WITH RELEASABLE TIP	) ) )
Commissioner for Patents P.O. Box 1450	

## REVOCATION OF POWER OF ATTORNEY, GRANT OF NEW POWER OF ATTORNEY, AND CHANGE OF ADDRESS

The undersigned, a representative authorized to sign on behalf of Boston Scientific Scimed, Inc., represents that Boston Scientific Scimed, Inc. is the assignee of the entire right, title and interest in and to the instant application, Application No. 10/720,598, filed November 24, 2003, for RETRIEVAL BASKET WITH RELEASABLE TIP in the names of Robert REYNOLDS, M. Kevin RICHARDSON, and Mark BOWEN, by virtue of the following: (1) an Assignment from the inventors to Scimed Life Systems, Inc. duly recorded in the U.S. Patent and Trademark Office at Reel 015168, Frame 0569, on April 2, 2004, and (2) a change of name from Scimed Life Systems, Inc. to Boston Scientific Scimed, Inc. as indicated in the Recordation Form Cover Sheet, Articles of Merger of Boston Scientific Scimed, Inc. with and into Scimed Life Systems,

Application No.: 10/720,598

New Attorney Docket No.: 09423.0064-01000

Inc., Plan of Merger of Boston Scientific Scimed, Inc. into Scimed Life Systems, Inc., and Agreement and Plan of Merger documents filed herewith.

The undersigned hereby revokes all previous powers of attorney or authorization of agent granted in this application before the date of execution hereof. The undersigned certifies that the evidentiary documents referenced above have been reviewed and to the best of the undersigned's knowledge and belief, title is in the assignee Boston Scientific Scimed, Inc.

The undersigned hereby grants its power of attorney to FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P., Customer Number 22,852, to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected therewith, and to receive the Letters Patent.

Please send all future correspondence concerning this application to Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P., Customer No. 22,852.

Dated:	5/13/05	By: The sol
		Kurt W. Lockwood

**Senior Patent Counsel** Boston Scientific Scimed, Inc.

#### **ASSIGNMENT**

WHEREAS, We, Robert Reynolds, M. Kevin Richardson and Mark Bowen have invented one or more improvements in:

#### RETRIEVAL BASKET WITH RELEASABLE TIP

described in an	application for Letters Patent of the United States:
in the United S	identified by Attorney Docket No, executed by us on even date herewith and filed states Patent Office on;
$\boxtimes$	Serial No. 10/040,720 filed in the United States Patent Office on January 7, 2002; and
and existing u	REAS, SCIMED Life Systems, Inc. (hereinafter "ASSIGNEE"), a corporation organized ander the laws of the State of Minnesota, and having a usual place of business at One se, Maple Grove, MN 55311-1566 desires to acquire an interest therein, in accordance with ally entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and we further

## Joint Assignment Page 2

hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

				•	
			Inventor:	Robert Reynolds	·
County of	Middlesex	) ) ss			
Sul Februa		ore me, by th	ne above-name	ned Robert Reynolds this 13th day of	0
	•		Notary Public	12/22/2021	·
				M. Kevin Richardson	
County of	: Middlesek_	) ) ss			
Su of <u>Fel</u>	bruary 2002	<b>2.</b>	Karl	ned M. Kevin Richardson this/3 <sup>th</sup> da Lun _ O. Croud ic sion Expires:/2/27/2007	y
				KATHLEEN E. CRONIN Notary Public Commonwealth of Massachusetts My Commission Expres	

Joint Assignment Page 3

County of ) ss

Subscribed and sworn to before me, by the above-named Mark Bowen this 19th day of February, 2002

Notary Public
My Commission Expires: 12th 4, 2002

	OIP	<u> </u>								
•	MAY 0 5 2006 PATENTS ONLY						Department of Commerce New Attorney Docket No.: 09423.0064-01000 Attorney Customer Number: 22,852			
To the Please	Director of the U.S. record the attache	. Patent a	ind Traden I documen	nark Office: ts or copy thereo	of.					ecordation Services
Please record the attached original documents or copy thereof.  1. Name of conveying party: Scimed Life Systems, Inc.						Name and address of receiving party:     Name: Boston Scientific Scimed, Inc.				
Addition	nal name(s) of conve	ying part	y(ies) attacl	ned? 🗌 Yes 🛛 No	0	Internal Address				
3. Nature of conveyance:						Street Address		One Scimed P	Place	
	Assignment		Merger			City:		aple Grove		
	Security Agreement	Ø	Change o	f Name		State:		MN	Zip Code:	55311-1566
	Other:					Additional name(s) & Address(es) attached?			ned?	
Executi	on Date: Decem	ber 22, 20	004					×	⊠ No	
4.	Application numbe the application:	r(s) or par	tent numbe	r(s): If this docume	ent is bei	ng filed t	oge	other with a new	application, ti	ne execution date of
A.	Patent Application	Number:			[	В.	Pa	atent Numbers:	•	
	10/720,598									
<del> </del>			Additional	numbers attached	d? (	☐ Yes		⊠ No		
5.	Name and address concerning docum	s of party ent should	to whom co d be mailed	rrespondence	*	6.	To	otal number of a volved: One (1	pplications an	d registrations
Name:	Dominic P. Cimin	ello, Esq.				7.	To	otal fee (37 CFR	1.21(h) and 3	3.41): \$40.00
Internal	Address: FINNE	GAN, HEN	NDERSON,	FARABOW, GAR	RETT	Ø		Enclosed (Ple account 06-09	ease charge d 916)	eficiency to deposit
Street A		NER, L.L. w York A	r. renue, N.W			Authorized to be charged to our de			o our deposit	
City:	Washingto	n, D.C.	<del></del>			account (Please charge any deficiency deposit account 06-0916)				y deliciency to
State:		Zip:		20001-4413		8.	De	eposit Account N	lo.: <u>06-0916</u>	
9.	Statement and sign	nature.			L					<del></del>
To the I	pest of my knowledgent.	e and beli	ief, the fore	going information is	s true an	d correc	t an	nd any attached	∞py is a true	copy of the original
	Dominic P. Cimine (Reg. No. 54,038)	llo, Esq.		Du			7		June 3, 2	005
				Sig	nature		_	-	Da	to

Total number of pages including Recordation Form Cover Sheet and Merger documents: 5

### ARTICLES OF MERGER OF BOSTON SCIENTIFIC SCIMED, INC. WITH AND INTO SCIMED LIFE SYSTEMS, INC.

Pursuant to Minnesota Business Corporation Act, Section 302A, the undersigned, Boston Scientific Science, Inc., a Minnesota corporation ("BSS"), and Science Life Systems, Inc., a Minnesota corporation ("Science Life"), hereby adopt the following Article of Merger for the purpose of merging BSS with and into Science Life, with Science Life being the surviving corporation.

- 1. The Agreement and Plan of Merger between BSS and Scirced Life dated as of December 15, 2004 (the "Merger Agreement"), as required by Minnesota Business Corporation Act, Section 302A.615, subdivision 1, is attached hereto a Exhaibit I.
- 2. The Board of Directors and sole shareholder of BSS approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuan t to Minnesota Business Corporation Act, Section 302A.613.
- 3. The Board of Directors and all of the shareholder of Scimed Life approved the Merger Agreement in a joint written action dated at of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.
- 4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.
- 5. The merger shall be effective upon the later of 1201 am. on January 1, 2005 or the filing of these Articles of Merger with the Secretary of State of Minnesota.

IN WITNESS WHEREOF, BSS and Scimed Life have caused these Articles of Merger to be executed by their respective officers thereunto duly authorized this 22 Jday of December, 2004.

BOSTON SCIENTIFIC SCIMED, INC.

SCIMED LIFE SYSTEMS\_ INC.

Bv:

Paul A. La Violette

Chief Executive Officer and President

Paul W Sandman

Chief Executive Officer



Exhibit A

## PLAN OF MERGER OF BOSTON SCIENTIFIC SCIMED, INC. INTO SCIMEDLIFE SYSTEMS, INC.

- 1. Scimed Life Systems, Inc. ("Scirned Life") is a business corporation whose jurisdiction of organization is the State of Minnesota. Boston Scientific Scimed, Inc. ("BSS") is a business corporation whose jurisdiction of organization is the State of Minnesota.
- 2. BSS (the non-surviving corporation) hereby merges with and into Scimed Life (the surviving corporation) pursuant to the provisions of Section 302A.601 of the Minnesota Business Corporation Act.
- 3. The separate existence of BSS shall cease upon the effective date of the merger pursuant to the provisions of the Minnesota Business Corporation Act, and Scimed Life shall continue its existence as the surviving corporation pursuant to the provisions of the Minnesota Business Corporation Act.
  - 4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.
- 5. The merger described herein shall be effective (the "Effective Time") upon the later of 12:01 a.m. on January 1, 2005 or the filing of the Articles of Merger with the Secretary of State of the State of Minneson.
- 6. The 4,919,847 shares of common stock, \$.01 par value, of BSS issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for 628 validly issued, fully paid and nonassessable shares of common stock, \$.05 par value of the surviving corporation, and a new certificate shall be issued representing such shares.
- 7. The directors of BSS immediately prior to the Effective Time shall be the directors of the surviving corporation, and the officers of BSS immediately prior to the Effective Time shall be the officers of the surviving corporation.
- 8. This plan may be terminated and the merger abandoned by the boards of directors of Scimed Life and BSS at any time prior to the Effective Time.
- 9. The officers of each of BSS and Scimed Life are authorized, empowered, and directed to take any and all actions that, in their discretion, are necessary to consummate the transactions contemplated by the Plan of Merger or which may be in any way necessary or proper to effect such merger.

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") is made and entered by and between Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), and Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), as of the 15th day of December, 2004.

WHEREAS, Boston Scientific Corporation, a Delaware corporation ("BSC"), is the sole shareholder of BSS and holds 4,919,847 of the outstanding shares of common stock of BSS;

WHEREAS, BSC and Boston Scientific Wayne Corporation, a New Jersey corporation and a subsidiary of BSC ("Wayne"), are the shareholders of Scimed Life, with BSC holding 10,000 of the outstanding shares of common stock of Scimed Life and Wayne holding 354 of the outstanding shares of common stock of Scimed Life;

WHERBAS, BSC, Wayne, BSS and Scirned Life desire that, following the effective time of the merger, BSC shall hold 10,628 of the outstanding shares of common stock of the surviving corporation and Wayne shall hold 354 shares of common stock of the surviving corporation;

WHEREAS, the parties intend that the merger contemplated hereby shall be a taxfree reorganization under Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and that this Merger Agreement shall constitute a plan of reorganization;

WHEREAS, the respective boards of directors of BSS and Scined Life have, by resolutions duly adopted, determined that a referger of BSS with and into Scined Life (the "Merger") in accordance with the terms of this Merger Agreement and the applicable provisions of the Minnesota Business Corporation Act, as amended, is in the best interests of each such party and its respective shareholders; and

WHEREAS, 100% of the shareholders of each of BSS and Scimed Life have approved and adopted the terms of this Merger Agreement and the Merger,

NOW, THEREFORE, the parties here to agree as follows:

- 1. Merger. The Merger shall take effect in accordance with the plant of merger, attached hereto as Exhibit A (the "Plan of Merger"), and incorporated into this Merger Agreement.
- 2. Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction,

validity and interpretation of this Merger Agreement and the performance of the obligations imposed by this Merger Agreement

- 3. Assignment. This Merger Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Merger Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other party hereto.
- 4. Amendment and Waiver. The parties may, by written agreement, waive compliance with or modify, amend or supplement any of the covenants or agreements contained in this Merger Agreement.
- 5. Notices. All notices, requests, dermands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, or mailed by first class mail, return receipt requested, or when receipt is achowledged by return telecopy if telecopied, to the address appearing on the corporate records of each of the parties hereto (or to such other address as a party may designate by notice to the other).
- 6. <u>Counterparts</u>. This Merger Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Mager Agreement to be duly executed as of the day and year first above written.

BOSTON SCIENTIFIC SCIMED, INC.

SCIMED LIFE SYSTEMS, INC.

By:

Paul A. La Violette

Chief Executive Officer and President

By: I MM AM

Paul W. Sandnan Chief Execute Officer

> JATE OF MINNESOTA DEPARTMENT OF STATE FILLED

> > DEC 2 2 2004

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## ORDATION FORM COVER SHEET PATENTS ONLY

Department of Commerce
Patent and Trademark Office
New Attorney Decise New Attorney De

	New Attorney Docket No.: 09423.0064-01000 Attorney Customer Number: 22,852				
To the Director dishe U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.	Mail Stop Assignment Recordation Services				
Name of conveying party:     Scimed Life Systems, Inc.	2. Name and address of receiving party:				
	Name: Boston Scientific Scimed, Inc.				
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No	Internal Address:				
3. Nature of conveyance:	Street One Scimed Place Address:				
☐ Assignment ☐ Merger	City: Maple Grove				
☐ Security ☑ Change of Name Agreement	State: MN Zip Code: 55311-1566				
Other:	Additional paracial S. Addison ( ) ( )				
Execution Date: December 22, 2004	Additional name(s) & Address(es) attached?				
	☐ Yes				
<ol> <li>Application number(s) or patent number(s): If this document is the application:</li> </ol>	being filed together with a new application, the execution date of				
A. Patent Application Number:	B. Patent Numbers:				
10/720,598					
Additional numbers attached?	l Yes ⊠ No				
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> </ol>	Total number of applications and registrations involved: One (1)				
Name: Dominic P. Ciminello, Esq.	7. Total fee (37 CFR 1.21(h) and 3.41): \$40.00				
Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT	Enclosed (Please charge deficiency to deposit account 06-0916)				
& DUNNER, L.L.P.	_				
Street Address: 901 New York Avenue, N.W.	account (Please charge any deficiency to				
City: Washington, D.C.	deposit account 06-0916)				
State: Zip: 20001-4413	8. Deposit Account No.: <u>06-0916</u>				
9. Statement and signature.					
To the best of my knowledge and belief, the foregoing information is true document.	and correct and any attached copy is a true copy of the original				
Dominic P. Ciminello, Esq. (Reg. No. 54,038)	June 3, 2005				
Signatur	Date				
Total number of pages including Recordation Form Cover S	Sheet and Merger documents: 5				



### ARTICLES OF MIERGER OF BOSTON SCIENTIFIC SCIMED, INC. WITH AND INTO SCIMED LIFE SYSTEMS, INC.

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- 2. The Board of Directors and sole shareholder of BSS approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuan & to Minnesota Business Corporation Act, Section 302A.613.
- 3. The Board of Directors and all of the shareholds of Scimed Life approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.
- 4. The name of the surviving corporation shall be Boston Scientific Scimed.

  Inc.
- 5. The merger shall be effective upon the later of 12:01 am. on January 1, 2005 or the filing of these Anides of Merger with the Secretary of Sune of the State of Minnesota.

IN WITNESS WHEREOF, BSS and Scimed Life have caused these Articles of Merger to be executed by their respective officers thereunto duly authorized this 22 Jdy of December, 2004.

BOSTON SCIENTIFIC SCIMED, INC.

SCIMED LIFE SYSTEMS\_ INC.

Bv:

Paul A. La Violette

Chief Executive Officer and President

Paul W. Sartimen

Chief Executive Office

Exhibit A

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- 2. BSS (the non-surviving corporation) hereby merges with and into Scimed Life (the surviving corporation) pursuant to the provisions of Section 302A.601 of the Minnesota Business Corporation Act.
- 3. The separate existence of BSS shall cease upon the effective date of the merger pursuant to the provisions of the Minnesota Business Corporation Act, and Scimed Life shall continue its existence as the surviving corporation pursuant to the provisions of the Minnesota Business Corporation Act.
  - 4. The name of the surviving corporation shall be Boston Scientific Science, Inc.
- 5. The merger described herein shall be effective (the "Effective Time") upon the later of 12:01 a.m. on January 1, 2005 or the filling of the Articles of Merger with the Secretary of State of the State of Minnesota.
- 6. The 4,919,847 shares of common stock, \$.01 par value, of BSS issued and outstanding immediately prior to the Effective Tirne shall be converted into and exchanged for 628 validly issued, fully paid and nonssessable shares of common stock, \$.05 par value of the surviving corporation, and a new certificate shall be issued representing such shares.
- 7. The directors of BSS immediately prior to the Effective Time shall be the directors of the surviving corporation, and the officers of BSS immediately prior to the Effective Time shall be the officers of the surviving corporation.
- 8. This plan may be terminated and the merger abandoned by the boards of directors of Scimed Life and BSS at any time prior to the Effective Time.
- 9. The officers of each of BSS and Scimed Life are authorized empowered, and directed to take any and all actions that, in their discretion, are necessary to consummate the transactions contemplated by the Plan of Merger or which may be in any way necessary or proper to effect such merger.

#### EXHIBIT I

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") is made and entered by and between Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), and Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), as of the 15th day of December, 2004.

WHEREAS, Boston Scientific Corporation, a Delaware corporation ("BSC"), is the sole shareholder of BSS and holds 4,919,847 of the outstanding shares of common stock of BSS;

WHEREAS, BSC and Boston Scientific Wayne Corporation, a New Jersey corporation and a subsidiary of BSC ("Wayne"), are the shareholders of Scimed Life, with BSC holding 10,000 of the outstanding shares of common stock of Scimed Life and Wayne holding 354 of the outstanding shares of common stock of Scimed Life;

WHEREAS, BSC, Wayne, BSS and Scirmed Life desire that, following the effective time of the merger, BSC shall hold 10,628 of the outstanding shares of common stock of the surviving corporation and Wayne shall hold 354 shares of common stock of the surviving corporation;

WHEREAS, the parties intend that the merger contemplated hereby shall be a taxfree reorganization under Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and that this Merger Agreement shall constitute a plan of reorganization;

WHEREAS, the respective boards of clirectors of BSS and Scined Life have, by resolutions duly adopted, determined that a reverger of BSS with and into Scined Life (the "Merger") in accordance with the terms of this Merger Agreement and the applicable provisions of the Minnesota Business Corporation Act, as amended, is in the best interests of each such party and its respective shareholders; and

WHEREAS, 100% of the shareholders of each of BSS and Scimed Life have approved and adopted the terms of this Merger Agreement and the Merger,

NOW, THEREFORE, the parties here to agree as follows:

- 1. Merger. The Merger shall take effect in accordance with the plans of merger, attached hereto as Exhibit A (the "Plan of Merger"), and incorporated into this Merger Agreement.
- 2. Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction,

validity and interpretation of this Merger Agreement and the performance of the obligations imposed by this Merger Agreement.

- 3. Assignment. This Marger Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Merger Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other party hereto.
- 4. Amendment and Waiver. The parties may, by written agreement, waive compliance with or modify, amend or supplement any of the covenants or agreements contained in this Merger Agreement.
- 5. Notices. All notices, requests, dermands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by thand, or mailed by first class mail, return receipt requested, or when receipt is achowledged by return telecopy if telecopied, to the address appearing on the corporate records of each of the parties hereto (or to such other address as a party may designate by notice to the other).
- 6. Counterparts. This Merger Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be duly executed as of the day and year first above written.

BOSTON SCIENTIFIC SCIMED, INC.

Bv:

Paul A. La Violette

Chief Executive Officer and President

David W. Smithag

Chief Frantis Office

SCIMED LIFE SYSTEMS, INC.

JETATE OF MINNESOTATE DEPARTMENT OF STATE

DEC 2 2 2004

May 15 iffrage

## PLEASE STAMP TO ACKNOWLEDGE RECEIPT OF THE FOLLOWING:

In Re Application of: Robert Reynolds et al.

Confirmation No.: 5007

Application No.: 10/720,598

Group Art Unit: 3764

Filed: November 24, 2003

Examiner: Unknown

For: RETRIEVAL BASKET WITH RELEASABLE TIP

1. Revocation of Power of Attorney, Grant of New Power of Attorney, and Change of Address (2 pages), and copies of Assignment, Recordation Form Cover Sheet, Articles of Merger, Plan of Merger, and Agreement and Plan of Merger documents listed therein (8 pages)

Articles of Merger of Boston Scientific Scimed, Inc. with and into Scimed Life Systems, Inc. (1 page)

3. Plan of Merger of Boston Scientific Scimed, Inc. into Scimed Life Systems, Inc. (1 page)

- 4. Agreement and Plan of Merger (2 pages)
- 5. Recordation Form Cover Sheet (1 page)
- 6. Check in the amount of \$40.00 (Recordation Fee)

Dated: June 3, 2005

New Attorney Docket No.: 09423.0064-01000

RGM/DPC/pnewton - Mail Drop 1004

JUN 0 3 2005 J

Oleto 6.6.05 pmg





UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 18, 2005

FINNEGAN, HENDERSON, FARABOW, GARRETT & 901 NEW YORK AVENUE, NW WASHINGTON, DC 20001-4413



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT / &

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF WAR THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313

RECORDATION DATE: 06/03/2005 REEL/FRAME: 016655/0066

NUMBER OF PAGES: 12

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 09423.0064-01000

ASSIGNOR:

SCIMED LIFE SYSTEMS, INC. DOC DATE: 12/22/2004

ASSIGNEE:

BOSTON SCIENTIFIC SCIMED, INC. ONE SCIMED PLACE

MAPLE GROVE, MINNESOTA 55311-1566

SERIAL NUMBER: 10720598

FILING DATE: 11/24/2003

PATENT NUMBER: ISSUE DATE:

TITLE: RETRIEVAL BASKET WITH RELEASABLE TIP

016655/0066 PAGE 2

RHONDA NICOL, SUPERVISOR ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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